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8 Attorneys for Defendants
9 AUTHOR SERVICES, INC.
10

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES
13

14 BENT CORYDON,	)	CASE NO. C 694 401
)	
15 Plaintiff,	)	NOTICE OF MOTION AND
	)	MOTION OF DEFENDANT AUTHOR
16 vs.	)	SERVICES, INC. TO DELAY OR
	)	PREVENT THE TAKING OF
17 CHURCH OF SCIENTOLOGY	)	CERTAIN THIRD PARTY
18 INTERNATIONAL, INC.,	)	DEPOSITIONS BY PLAINTIFF;
etc. et al.,	)	MEMORANDUM OF POINTS AND
	)	AUTHORITIES; DECLARATIONS
19 Defendants.	)	OF LAWRENCE E. HELLER AND
	)	HOWARD SCHOMER IN
	)	SUPPORT THEREOF

20 AND RELATED CROSS-ACTIONS

21 DATE: November 16, 1989
22 TIME: 9:00 a.m.
23 DEPT: 44

24 TO: PLAINTIFF AND HIS ATTORNEYS OF RECORD HEREIN.

25 PLEASE TAKE NOTICE that on November 16, 1989 at 9:00 a.m.,
26 or as soon thereafter as counsel can be heard, in Department 44
27 of the above-entitled Court located at 111 North Hill Street,
28 Los Angeles, California, defendant AUTHOR SERVICES, INC.
("defendant ASI" hereinafter) will move the Court for an order
to restrain plaintiff from taking certain third party
depositions.

1 This application is made on the ground that great and
2 irreparable harm will result to defendant ASI unless a
3 restraining order is issued enjoining plaintiff from taking
4 certain third party depositions, or conditioning those
5 depositions upon a showing of relevance.

6 This Motion will be based upon this Notice, the attached
7 Memorandum of Points and Authorities, the pleadings, records and
8 files in this action, and such evidence as may be presented at
9 the hearing of the Motion.

10 Dated: October 31st, 1989

11 TURNER, GERSTENFELD, WILK & TIGERMAN

12
13 BY:

Lawrence E. Heller
Attorneys for Defendants
AUTHOR SERVICES, INC.

MEMORANDUM OF POINTS AND AUTHORITIES

Approximately two and one-half (2-1/2) years ago various Scientology entities, including some of the defendants herein, settled over a dozen cases involving hundreds of millions of dollars in alleged damages. Between six (6) to ten (10) of those cases were pending in this court and the Federal Court of the Central District of California.

One such case, which was not settled, entitled Wollersheim v. Church of Scientology of California, Case No. S011790 was intensely litigated in this very Court for close to six (6) years. That case culminated in a trial which lasted approximately eight (8) months, tying up one of this Court's courtrooms and judges exclusively for that period of time. During the course of the Wollersheim litigation, various issues were appealed, in one such instance resulting in a six (6) to eight (8) month stay of that litigation issued by the Honorable Sandra Day O'Connor, Justice of the United States Supreme Court. The Wollersheim litigation has recently been partly affirmed and partly reversed by the California Court of Appeals, and all parties expect that the appellate process will continue for at least another two (2) years.

Recognizing the tremendous time and financial burdens which litigation of this nature placed not only upon the litigants and their attorneys, but the courts involved as well, over a half dozen attorneys, including various California attorneys, entered into what can only be characterized as "herculean" settlement efforts. Those efforts ultimately resulted in the settlement of

1 virtually all of the "Wollersheim-like" cases (where former
2 Scientology staff members or parishioners instituted litigation
3 against Scientology). Those settlements alleviated the truly
4 gargantuan time and financial resources which would have been
5 wasted in the absence of such a settlement. To effect these
6 settlements also required an exercise of good faith on behalf of
7 adverse litigants and attorneys who had been fiercely battling
8 for a number of years prior to entering into the settlements.

9 One of the key ingredients to completing these settlements,
10 insisted upon by all parties involved, was strict
11 confidentiality respecting: (1) the Scientology parishioner or
12 staff member's experiences within the Church of Scientology; (2)
13 any knowledge possessed by the Scientology entities concerning
14 those staff members or parishioners; and (3) the terms and
15 conditions of the settlements themselves. Peace has reigned
16 since the time the interested parties entered into the
17 settlements, all parties having exercised good faith in carrying
18 out the terms of the settlement, including the obligations of
19 confidentiality.

20 Comes now the plaintiff herein, BENT CORYDON, and acting
21 the role of a one man wrecking crew, he serves multiple
22 subpoenas in a wholesale manner upon these former plaintiffs
23 (and in some cases defendants); seeking material totally
24 irrelevant to the issues involved in his litigation.

25 Without any question, CORYDON's intent in serving these
26 various subpoenas requesting depositions and the production of
27 documents is to drive a wedge between these settling parties, in
28 an illegal attempt to extort a settlement of his own from the

1 defendants herein. Even a glance at the Request for Documents
2 served as part of CORYDON's subpoena duces tecum re deposition
3 upon these settling parties indicates that he has no interest in
4 any issues respecting plaintiff's case. Rather, CORYDON appears
5 to be on a mission to torpedo what can only be characterized as
6 good faith, effective settlements which have alleviated a vast
7 burden upon this Court. (See subpoena served upon one Homer
8 Schomer, an individual who had sued various Scientology entities
9 and this moving defendant in the Federal Court of the Central
10 District of California, attached hereto as Exhibit "A"¹).

11 Attached to these moving papers is the declaration of one
12 of the litigants who settled against Scientology, the aforesaid
13 Homer Schomer. Mr. Schomer's declaration, conclusively exhibits
14 that he has no evidence concerning CORYDON or CORYDON's
15 relationship with any Scientology entity, is perhaps the best
16 evidence of CORYDON's bad faith in attempting to effect the
17 subject deposition discovery.

18 The other third parties CORYDON has subpoenaed to deposition
19 that ASI knows of have even less information concerning CORYDON.
20 For instance one of the potential deponents who CORYDON has been
21 trying to serve is attorney Michael J. Flynn, a Boston lawyer
22 involved in most of the settlements which transpired some two
23 and one-half (2-1/2) years ago.

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25
26 ¹Even a cursory review of the documents requested in Mr.
27 Schomer's subpoena indicate that they have nothing to do with Mr.
28 CORYDON's case. They relate solely to the Settlement Agreement
and documents attendant to that settlement. It is inconceivable
that any of these documents could be relevant, even pursuant to
discovery standards, to any issue in the instant litigation.

1 CORYDON and his attorney, Toby L. Plevin, obviously feel
2 that they have hit upon a weak spot within the Church of
3 Scientology's resolve to effectively defend this litigation.
4 Their tactic is to illegally threaten to compel by subpoena
5 disclosure of confidential material irrelevant to the issues in
6 his case. The fact that CORYDON's and Ms. Plevin's litigation
7 tactics are in bad faith and an abuse of this Court's process
8 appears to be of no avail to them.

9 CORYDON has been in litigation with most of the defendants
10 herein for approximately eight (8) years. CORYDON sought
11 dismissal of the litigation which he had previously instituted
12 in the County of Riverside prior to the time that it was to go
13 to trial in that Court, after he had litigated that case for
14 over five (5) years. CORYDON thereafter instituted this
15 litigation, clearly once again with no intent of going to trial
16 on the merits, but rather in an attempt to "blackmail" these
17 defendants through an attack upon the good faith settlements
18 into which they had previously entered.

19 This moving party, (AUTHOR SERVICE, INC.) which was a party
20 to at least one of the aforementioned settlements beseeches this
21 Court to prevent CORYDON and/or his attorney from engaging in
22 these unethical tactics under the guise of free wheeling
23 discovery. These parties would ask this Court to issue a
24 protective order preventing these depositions from going forward

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1 at least until CORYDON and his attorney have exhibited the
2 relevance of these depositions.

3 Dated: October 4, 1989

4 TURNER, GERSTENFELD, WILK & TIGERMAN

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6 BY: 

7 Lawrence E. Heller
8 Attorneys for Defendants
9 AUTHOR SERVICES, INC.
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DECLARATION OF LAWRENCE E. HELLER

I, LAWRENCE E. HELLER, declare as follows:

1. I am an attorney at law duly licensed to practice before all of the Courts of the State of California and am a principal in the law firm of Turner, Gerstenfeld, Wilk & Tigerman. In said capacity, I am responsible for the defense of the within action on behalf of defendants AUTHOR SERVICES, INC. ("ASI") and BRIDGE PUBLICATIONS, INC. ("BPI"). Furthermore, I was the attorney for ASI with regard to certain settlements in which ASI was a settling party which are referred to in these moving papers. Accordingly, all of the following information is of my own personal knowledge and I am available and competent to personally testify thereto if necessary.

2. I was personally involved in the settlements which are referred to in these moving papers which transpired some two and one-half years ago. Those settlements concerned well over a dozen plaintiff litigants as well as various Church of Scientology entities and other third parties sued as defendants. Those settlements also concerned ASI, a defendant in this matter, which was a co-defendant in one of those many actions. The settlement negotiations which took place stretched over the course of several months, culminating in a multi-week session in a hotel in the city of Los Angeles where most of the lawyers (and some of the parties) involved in litigation met extensively.

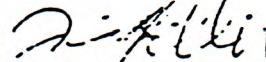
3. Settlement negotiations, which were not supervised by any court, were arduous and, as is often the case in these

1 instances, sometimes contentious. However, a "universal
2 settlement" was ultimately entered into between the numerous
3 parties. The universal settlement provided for non-disclosure
4 of all facts underlying the litigation as well as non-disclosure
5 of the terms of the settlements themselves. The non-disclosure
6 obligations were a key part of the settlement agreements
7 insisted upon by all parties involved.

8 4. The contractual non-disclosure provisions were the one
9 issue which was not debated by any of the parties or attorneys
10 involved. In the last two and one half (2-1/2) years the
11 settlements have been carried out in good faith by all parties.
12 I consider my contribution, as well as the contribution of the
13 other attorneys involved in the settlements, to have been of
14 great benefit to this and other Courts in that it alleviated
15 literally months upon months of trial time which would have been
16 necessary had the settlements not been properly effected.

17 I declare under penalty of perjury that the foregoing is
18 true and correct.

19 Executed this 17 day of March 1989, at Beverly Hills,
20 California.

21 

22 Lawrence E. Heller
23 Declarant
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DECLARATION OF HOWARD D. SCHOMER

I, Howard D. Schomer (also known as Homer Schomer),
declare as follows:

1) For a number of years I was involved in intense litigation with various Church of Scientology entities. I was represented by Michael J. Flynn, a Boston attorney, as well as the law firm of Contos & Bunch, A California law firm.

2) Approximately two and one half years ago my lawsuit was settled along with various other lawsuits and claims which were at that same time pending against Scientology. The settlements, to my knowledge, also included litigation that Scientology entities had pending against various persons and entities.

3) I am aware of the fact that the settlement negotiations stretched over a lengthy period of time and involved numerous attorneys, including those representing me. Since the time of the settlement there have been no problems between Scientology and me, we each appear to have gone our own ways. The other parties who I know, who settled their matters with Scientology at the time of my settlement, to my knowledge have also been at peace with Scientology.

4) I was recently subpoenaed to a deposition by BENT CORYDON in this case. I am not sure why I was subpoenaed since I have virtually no knowledge concerning Mr. Corydon

1
2 and know nothing of his experiences within the Church of
3 Scientology.

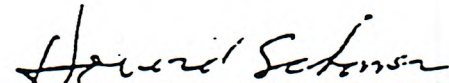
4 5) I believe I met Mr. Corydon on one brief occasion
5 while we were both in the Church of Scientology, either in
6 Florida or in Los Angeles. The meeting consisted of no more
7 than an introduction and a quick exchange of social
8 pleasantries.

9 6) I have no knowledge concerning Mr. Corydon's
10 experiences within the Church nor do I know anything about
11 what transpired between Mr. Corydon and Scientology after he
12 left the Church (which I am told was prior to the time I
13 left Scientology in December of 1982).

14 7) Since I left Scientology I have spoken to Mr.
15 Corydon on one or two occasions when he telephoned me asking
16 me for information that he could use in a book he was then
17 writing about Scientology. ^{*}This was in late 1986, a number
18 of years after both Mr. Corydon and I had left Scientology.

19 I declare under penalty of perjury that the foregoing
20 is true and correct.

21 Executed this 28th day of October, 1989 at Pomona,
22 California.

23 
24 HOWARD SCHOMER
Declarant

25 * HE ALSO CAME TO my Apartment Approx DEC/1986
26 WHERE HE TAPED AN INTERVIEW FOR FACTS FOR HIS BOOK
27 FOR APPROX 2 hours. Howard Schomer
28 10-28-89

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8383 Wilshire Boulevard, Suite 510, Beverly Hills, California 90211.

On November 1, 1989, I served the foregoing document described as NOTICE OF MOTION AND MOTION OF DEFENDANT AUTHOR SERVICES, INC. TO DELAY OR PREVENT THE TAKING OF CERTAIN THIRD PARTY DEPOSITIONS BY PLAINTIFF; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF LAWRENCE E. HELLER AND HOWARD SCHOMER IN SUPPORT THEREOF by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows:

Toby Plevin, Esq., 6380 Wilshire Boulevard,
Suite 1600, Los Angeles, CA 90048

William Dresher, Esq., Wyman, Bautzer, Kuchel & Silbert
Two Century Plaza, 14th Floor,
2029 Century Park East, Los Angeles, CA 90067

Kendrick Moxon, Esq., Bowles & Moxon
6255 Sunset Boulevard, Suite 2000
Hollywood, CA 90028

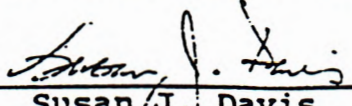
☐ BY MAIL - I deposited such envelope in the mail at Beverly Hills, California. The envelope was mailed with postage thereon fully prepaid as follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Beverly Hills, California in the ordinary cause of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ BY PERSONAL SERVICE - I delivered such an envelope by hand to the offices of the addressee.

☒ (State) I declare under the penalty of perjury under the laws of the State of California that the above is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on November 1, 1989, at Beverly Hills, California.



Susan (J.) Davis